

Indianola Water Works/Elec Light & Power      Municipal Laborers #353      6/29/2003 6/30/2007

INDIANOLA W.W./E L & P/MUNIC. LABORERS 03-07  
# 353  
(Pub. Works)

AGREEMENT  
Between The  
**INDIANOLA MUNICIPAL WATER  
AND ELECTRIC UTILITIES**  
And The  
**MUNICIPAL LABORERS LOCAL #353**

**FY 2004-2007**

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## **INDIANOLA MUNICIPAL WATER AND ELECTRIC UTILITIES MUNICIPAL LABORERS AGREEMENT**

This agreement is entered into by the Indianola Utility Board of Trustees, hereinafter referred to as the "Employer" or "Board" and the Municipal laborers Local #353 hereinafter referred to as the "Union".

### **ARTICLE I Recognition**

The Board of Trustees recognizes the Union as the exclusive bargaining representative for the purpose of representing all permanent full-time employees and permanent part-time employees in the classification listed in Appendix I in accordance with the provisions of the State of Iowa Public Employment Relations Act.

### **ARTICLE II Management Rights**

Except as specifically modified by the Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the agency.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duty because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which utility operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Utility Board.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Board by law.

### **ARTICLE III Non-Discrimination**

Neither party to this agreement shall discriminate against any employee because of race, sex, color, age, creed, religion, nationality, union affiliation, or non-union affiliation.

## **ARTICLE IV Work Rules**

The Board may from time to time adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of ten (10) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules, or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

## **ARTICLE V Hours of Work**

### **A. Work Week**

The normal work day shall consist of eight (8) consecutive hours of work. The normal work week shall consist of forty (40) hours of work on five (5) consecutive eight (8) hour days, normally Monday through Friday.

Since certain phases of the departments must regularly operate seven (7) days per week, some employees may be required to work an alternate work week consisting of more than five (5) consecutive days with at least two (2) consecutive days off each week.

Where alternate schedules are necessary, work schedules must be properly posted ten (10) work days prior to the work being performed.

Shift assignments in classification shall be made on a seniority and qualification preference.

Specific work schedules, including hours and days, will be issued by the General Manager of Utilities.

### **B. Lunch Period**

All employees shall be allowed a lunch period which shall be scheduled generally in the middle of the work shift. Lunch period shall be scheduled as to time duration and in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes, nor more than one (1) hour. In addition, light plant operators may be required to remain on the work site for lunch periods.

### **C. Rest Period**

Each employee shall be entitled to one (1) fifteen (15) minute rest period during the first half of their work schedule and one (1) fifteen (15) minute rest period during the second half of their work schedule.

## **ARTICLE VI Overtime**

### **A. Definition**

Overtime is all time properly authorized and worked in units of one -quarter (1/4) hour or more which is in excess of eight (8) hours of work in one day or forty (40) hours of work per week as described in Article V.

### **B. Procedure**

In general, overtime shall be kept to a minimum consistent with the efficient and effective provision of Board services. Permanent employees shall normally be given preference in overtime assignments. However, when overtime work is required each employee shall accept and work such assignments.

Requests to take off earned compensatory time must be approved by the appropriate supervisor, but the wishes of the employee shall be given consideration. A periodic review of accumulated compensatory time will be made and employees may be required by their supervisor to schedule and take off such time within a reasonable period, i.e., 60 days. Employees may carry up to eighty (80) hours of compensatory time.

### **C. Compensation**

Employees who work in excess of eight (8) hours in one day or forty (40) hours per week in accordance with the provisions of Paragraph B above, shall either receive compensatory time off at time and one-half for such "overtime" work or be paid in cash for such time at the discretion of the Board.

## **ARTICLE VII Holidays**

### **A. Recognized Holidays**

The following shall be observed as paid Holidays:

1. New Years Day, January 1
2. Presidents Day, Third Monday in February
3. Memorial Day, Last Monday in May
4. Independence Day, July 4

5. Labor Day, First Monday in September
6. Thanksgiving Day, Fourth Thursday in November
7. The day after Thanksgiving
8. Christmas Eve Day, December 24
9. Christmas Day, December 25
10. Two days (16 hours) to be taken off with regular pay for the employee, however, must be requested in advance and approved by the General Manager.

#### **B. Holidays occurring on weekends**

Holidays which occur on:

1. Saturday- shall be observed on the preceding Friday
2. Sunday- shall be observed on the following Monday
3. Shift workers shall recognize the actual holiday for overtime purposes.

#### **C. Shift employee required to work on a Holiday**

Employees who are assigned to shift operations, those departments which are scheduled to operate seven (7) days per week, and who are required to work on a recognized Holiday shall be compensated at a rate equal to two times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

#### **D. Regular Employees Required to work on a Holiday**

Employees assigned to a normal work week who are required to work on a recognized Holiday shall be compensated at a rate equal to two (2) times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

#### **E. Method of Compensation**

All premium pay for Holiday work shall be compensated by either payment in cash or in compensatory time off at the discretion of the Board.

#### **F. Holidays Occurring During Other Leaves**

When a Holiday occurs during an employee's sick leave, vacation leave or emergency leave, the Holiday will not be counted as part of the leave of absence.

## **ARTICLE VIII**

### **Sick Leave**

#### **A. Eligibility**

All permanent, full time employees will be eligible for paid sick leave.

#### **B. Accrual**

Permanent, full time employees will accrue sick leave at the rate of 3.7 hours per bi-weekly pay period. A total of seven hundred sixty (760) hours can be carried forward to a new year. All leave in excess of seven hundred sixty (760) is forfeited.

#### **C. Usage**

Sick leave shall be granted under the following circumstances:

1. Physical incapacity, including pregnancy.
2. Personal illness, including medical, dental or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. Serious illness of any emergency nature of the immediate family (spouse, child, parent, sibling) upon approval of the Department Director. Use of sick leave in this manner is limited to a total of three (3) days per year.

#### **D. Usage to Cover Work Related Injuries**

Available sick leave shall be granted for physical incapacity resulting from an injury on the job. Such sick leave shall be used for up to the first five days of the injury at which time the Board's Worker's Compensation policy and/or the Disability policy shall take effect. In addition, during the first six months of a work-comp/ disability insurance claim, an individual may use sick leave to make up the difference between his/her disability payment and his/her regular salary.

#### **E. Administration**

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days.



3. In individual cases where an employee's sick leave usage record indicates possible abuse, the employer has the right to verify the reported illness of any employee and may require a Doctor's certification for absence due to illness. Such certification will be required only with prior written warning to the employee or on any illness of over five (5) consecutive working days. Such certification must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. Abuse of sick leave shall be proper cause for disciplinary action up to and including dismissal.

#### **F. Substituting Leave**

Sick leave may be substituted for annual leave if an employee becomes hospitalized while on annual leave. Such substitutions shall be for the period of hospitalization only and must be documented.

### **ARTICLE IX Other Leaves**

#### **A. Military Leave**

Whenever an employee enters into the active military service of the United States, the employee shall be granted leave as provided under Iowa Code Section 29A.28 and the applicable federal statutes.

#### **B. Jury Duty**

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the Court to the Trustee Clerk's Office, less any amount included for travel allowance or expense reimbursement.

#### **C. Emergency Leave**

In case of death in the employee's family (spouse, child, parent, sibling, or corresponding in-laws), the employee shall be allowed three (3) days off with no loss of regular pay. In addition, with the General Manager's approval the employee may take up to an additional two (2) days off which shall be charged against his/her accumulated sick leave. In case of the death of an employee's grandchild, grandparent (or corresponding in-laws) or any relative living in the same household with the employee immediately prior to death, the employee shall be allowed one (1) day off with no loss of regular pay. In addition, with the General manager's approval, the employee may take up to an additional two (2) days off, which shall be charged against his/her accumulated sick leave.

#### **D. Personal Leave Without Pay**

The Board may grant an employee an unpaid leave of absence due to personal reasons upon the written request of an employee. Any such leave shall not exceed a period of twelve (12) months.

#### **E. Leaves With Pay**

All paid leaves off from work shall be credited as time worked for purposes computing overtime and benefit accrual.

### **ARTICLE X Vacation**

#### **A. Eligibility**

All permanent, full time employees are eligible for vacation leave upon accrual.

#### **B. Accrual**

Vacation leave shall be accrued as follows:

1. With less than two (2) years of service, 3.07 hours for each biweekly pay period.
2. With two (2) but less than eight (8) years of service earn 4.0 hours for each biweekly pay period.
3. With eight (8) but less than fourteen (14) years of service earn 5.0 hours for each biweekly pay period.
4. With fourteen (14) years or more of service, 6.0 hours for each biweekly pay period.
5. With twenty (20) years or more of service, 6.15 hours for each biweekly pay period beginning June 29, 2003; 6.31 hours for each biweekly pay period beginning June 27, 2004; 6.47 hours for each biweekly pay period beginning June 26, 2005.
6. Employees shall not be granted any vacation leave after the last day of actual work when terminating their employment.

An employee is advanced to a higher earning rate at the beginning of the first pay period following his/her second, eighth, fourteenth, or twentieth anniversary date of service.

#### **C. Administration**

1. Planning: The General Manager is responsible for proper planning and scheduling of vacation leave for all employees. However, insofar as the workload of the department will permit, vacation shall be granted in accordance with seniority by classification.

2. Approving: All vacation leave must be approved in advance by the General Manager.
3. If a conflict arises whereby more than one employee in the same job classification requests the same vacation time, vacation shall be granted by seniority within classification.
4. Usage: All vacation leave must be used and charged in amounts of not less than four (4) hour increments.

#### **D. Unused Vacation Leave:**

Up to 160 hours of vacation leave may be carried forward to a new year. All unused vacation leave in excess of 160 hours is forfeited.

In the event of termination, all accrued but unused vacation leave will be liquidated by lump sum payment. The payment will include any Holidays which fall in the projected leave period. However, such lump sum payment will not be made until:

1. All IMU owned property charged to the employee has been returned.
2. All indebtedness to the Board has been satisfied.
3. All other indebtedness which the Board and City is legally obligated to collect from the employee has been satisfied.

### **ARTICLE XI Union Representation**

The Union may appoint certain employees to serve as union stewards. The names of the stewards must be submitted in writing to the office of the General Manager.

Upon request to their supervisor, stewards shall be permitted to leave their work area to receive, investigate and process complaints and grievances of employees with no loss of regular pay. Requests shall not be unreasonably denied. Use of duty time shall be kept reasonable and commensurate with the matter at issue.

Whenever a steward enters a work area for the purpose of investigating a complaint or possible grievance, the supervisor must be so notified.

### **ARTICLE XII Payroll Deductions**

The Board hereby agrees that upon proper authorization, deductions will be made from the employees pay and remitted to the designated parties for the following reasons:

Savings Bonds, Deferred Compensation, Board Group Insurance Plans, United Way, Union Dues and assessments and any others, which may be mutually agreed to.

**ARTICLE XIII**  
**Use of Board Facilities**

The Board agrees that upon proper request and availability, the union shall be allowed use of facilities for the purpose of membership meetings, on off duty hours. The Union agrees to comply with all policies regulating the facilities utilization.

**ARTICLE XIV**  
**Report and Recall Pay**

**A. Reporting Pay**

If an employee reports for work at his/her regular time and place but is sent home by the supervisor, because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at the regular straight time rate.

**B. Recall Pay**

When an employee, after completing a regular shift and leaving work is recalled to work, he/she shall receive a minimum of two (2) hours pay at the regular straight time rate.

**ARTICLE XV**  
**Transfer Pay**

In the event an employee is laterally transferred to the same class or to another classification in the same pay grade, the employee shall be entitled to the same pay step as paid in the previous classification.

**ARTICLE XVI**  
**Stand-by Pay**

Employees who are required to be on call for emergencies after regular hours shall receive a guaranteed nine (9) hours straight time pay for each week (seven day period) on call or four (4) hours straight time pay for each weekend (two day) period on call. In addition, seven day periods which include a recognized Holiday, employees on call will receive one (1) additional hour of straight time pay. Employees shall be compensated in accordance with article VI and/or XIV for work performed under this section.

**ARTICLE XVII**  
**Witness Fees**

When an employee is requested to appear before any hearing on behalf of the Utility, he/she shall receive full hourly salary applicable to the provisions of the contract.

## **ARTICLE XVIII**

### **Uniforms**

Three uniforms and one cap will be furnished to Meter Readers so that they will be regulation in appearance and easily identifiable by the public. In addition, one light weight and one heavy weight jacket will be provided.

Each employee will receive payments up to one hundred fifty dollars (\$150) during the fiscal year beginning June 29, 2003. Beginning June 27, 2004 each employee will receive payments up to three hundred fifty dollars (\$350) during a two-year period (fiscal). Allowance will be paid as reimbursement for their purchase of work related clothing as described in the IMU clothing allowance policy. Each employee must also adhere to the IMU dress code in compliance with that policy.

## **ARTICLE XIX**

### **Training on New Processes**

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee, who after a reasonable training period, qualifies for appointment in a different class shall be appointed and promoted thereto.

Employees who do not qualify for such appointment shall be reassigned to other duties to his/her class or be laid off.

Apprenticeship trainees must keep their course work current. Failure to maintain course work, achieve proper skills in time allotted or cooperate with the apprenticeship program may result in the employee being placed on probationary status. If deficiencies continue, disciplinary actions may be taken up to and including termination. The employee's advancement in the program is subject to the determination of the Apprenticeship Committee which shall consist of two union and two management personnel. This provision does not apply to employees classified as "Lead Line Technician" and/or "Line Technician" employed by IMU before September 1, 1996.

## **ARTICLE XX**

### **Use of Bulletin Boards**

The Board will provide reasonable space for official union business on each bulletin board normally used to convey information to employees. The use of such space shall be limited to the following:

1. Listing of union officers and officials
2. Union elections

3. Union meetings
4. Union social events
5. Educational notices

## **ARTICLE XXI**

### **Insurance Provisions**

#### **A. Health and Prescription Drug Insurance**

July 1, 2003: The Board will pay 100% of the premium for single health and prescription drug insurance coverage and 100% of the premium for family health/drug insurance coverage. July 1, 2004: The Board will pay 100% of the premium for single health/drug insurance coverage and 97.5% of the difference between the premium for single health/drug premium and the premium for family health/drug insurance each year of the Agreement. July 1, 2005: The Board will pay 100% of the premium for single health/drug insurance coverage and 95% of the difference between the premium for single and the premium for family health/drug insurance each year of the Agreement.

For purposes of this provision, the single premium will be determined to be one-half of the family premium.

#### **B. Disability Insurance**

The Board agrees to provide all permanent, full-time employees with a group disability plan containing no less benefit coverage than the one in effect on July 1, 1978. The full cost of such insurance will be the responsibility of the Board. In the event an employee is disabled (as determined by a Board appointed physician) due to illness or injury he/she shall continue to receive Board insurance contributions for the level of benefits then in effect, for a period of 24 months following such disability.

The short-term disability weekly benefit will be as follows:

July 1, 2003	\$325/Week
July 1, 2004	\$335/Week
July 1, 2005	\$350/Week

#### **C. Life Insurance**

The Board agrees to provide all permanent, full-time employees with a \$15,000 life insurance policy. The full cost of such insurance will be the responsibility of the Board. In addition, the Board agrees to continue the practice of deducting and remitting payments for an additional \$10,000 life insurance policy.

#### **D. Health Reimbursement Arrangement (HRA)**

The Board agrees to contribute \$625 (7/1/03), \$750 (7/1/04), \$800 (7/1/05), \$850 (7/1/06) for each employee's HRA for medical/dental/vision expenses incurred by the employee and his/her dependents which are eligible for health insurance coverage.

Contributions to an employee's HRA account will be preserved for the sole use of the employee and employee's eligible dependents for medical expenses as provided by applicable law.

Unused balances of an employee's HRA account will be carried forward from year to year with no limit of accumulation.

Employees and their eligible dependents, and employees who have terminated their employment and their eligible dependents shall have access to their HRA accounts for medical expenses until the account has been exhausted, as provided by applicable law.

Unused balances up to the maximum carryover of one year's contribution (\$575) of the dental/vision account currently in place will be carried forward separately and used first for medical/dental/vision expenses before accessing the new HRA contributions.

#### **ARTICLE XXII Disciplinary Action**

It is recognized that certain disciplinary action is occasionally necessary for efficiency of the operation. Forms of discipline may include oral or written warning, oral or written reprimand, suspension, demotion, and termination. Such actions will be taken in the event of reasonable and just cause.

All written warnings and/or reprimands will be removed from an employee's personnel file upon the successful completion of a full two (2) years of employment without additional warnings and/or reprimands.

#### **ARTICLE XXIII Safety, Health, and Welfare**

##### **A. Board Responsibility**

The Board shall make reasonable provision for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect employees from injury or illness in conformance with statutory requirements. In addition, the Board agrees to provide tools, special gloves, rain gear and special equipment to perform assigned tasks.

## **B. Employee Responsibility**

Employees are required to comply with established Board procedures and policies regarding the reporting of occupational injuries.

## **C. Safety Committee**

The Board shall appoint representatives of Labor to participate in the City of Indianola Safety Committee. Such representatives shall recommend preventive and corrective measures to assure safe working conditions in all phases of the Board's services.

## **ARTICLE XXIV Employee Education**

1. The Board recognizes it is of mutual interest and benefit to both the employee and the Board to advance individual knowledge, skills and abilities. Therefore, the Board agrees to consider all requests for educational purposes.
2. The request should outline the course desired, length of course, availability of classes and hours and amount of leave or reimbursement required.
3. Such requests shall be evaluated as to how the course relates to an employee's duties or to amount of value and benefit the employee and Board would derive from such a course.
4. If the request is approved, the Board shall allow up to \$600.00 maximum allowance per year tuition. In addition, paid leave may be allowed upon approval by the General Manager if necessary to attend course during working hours. Such tuition will be paid as reimbursement to employee for successful completion of approved course. For a graded course, a grade of "C" or better shall be considered successful completion.

## **ARTICLE XXV Travel and Per Diem allowance**

### **A. Mileage for Travel**

Whenever an employee is ordered or authorized to use his/her own private auto for Board business, the mileage allowance set by the state shall be paid for each mile of travel.

### **B. Per Diem**

Actual out-of-pocket costs for meals, lodging, registration, etc. to be substantiated by receipts and subject to the following limitations:

1. Total daily allowance for meals, lodging, registration, etc., shall



- be limited to \$25.00
2. Daily lodging costs shall be limited to actual expense when pre-arranged by staff and to \$40/night if not pre-arranged
  3. The total daily meal allowance will be reduced by one-third (1/3) for each meal included in any registration charge

#### **C. Payment**

All reimbursements must be substantiated by receipts and/or properly documented vouchers.

#### **D. Travel Time**

Time spent traveling will be considered as time worked, not to exceed the hours regularly scheduled per day. Other necessary travel time is to be expended without further compensation.

### **ARTICLE XXVI Promotion Pay**

When an employee is promoted to a classification assigned to a higher pay range than the previously held position he/she shall receive an increase in pay equal to at least a one (1) step (Approx. 5%).

An employee reclassified to Apprentice Line Mechanic that has no prior training or experience for that position shall not start above Range 24, Step 3, even if the employee is currently in a higher pay range.

### **ARTICLE XXVII Promotions and Job Bidding Procedure**

Notice of job vacancies shall be posted on departmental bulletin boards for five (5) work days. Employees wishing to be considered for the opening must sign the job bid notice no later than 5:00 P.M. on the last day of the posting period.

When filling such promotional vacancies, the employer shall consider such factors as ability, aptitude, and work record. However, when these factors are reasonably equal as between two (2) or more employees, then seniority shall prevail.

### **ARTICLE XXVIII New appointments and Promoted Employees**

Newly appointed employees will normally begin at the first step of the appropriate salary range. When circumstances warrant, employees may be appointed above the first step in the salary range, but in no case may the starting rate exceed the rate paid to any other employee in the same classification.

Those employees appointed to the Operator I Classification, Range 21, shall progress through the salary table in the following manner:

Electric & Water Operator I- normal hiring rate- Range 21, Step 1

Electric & Water Operator I- satisfactory completion of six (6) month probationary period- eligible for a one-half step increase to Range 21, Step 1 1/2

Electric & Water Operator I- Completion of one year of satisfactory service-eligible for a one-half step increase to Range 21, Step 2

Electric & Water Operator I- Completion of two years of satisfactory service-eligible for a step increase to Range 21, Step 3

Electric Operator II- Completion of two and one-half years of satisfactory service- eligible for promotion to Range 24, Step 1

Water Operator II- Upon certification as a Grade II Operator-eligible for promotion to Range 24, Step 1

#### ARTICLE XXIX Longevity Pay

The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

<u>YEARS</u>	<u>ANNUAL PAY</u>	<u>HOURLY PAY</u>
0-4	\$0	0
5-9	\$250	12.0 c/hour
10-14	\$300	14.4 c/hour
15-19	\$350	16.8 c/hour
20+	\$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary.

#### ARTICLE XXX Reduction in Force

A. In the event it becomes necessary to layoff or transfer employees in a specific classification, the following procedure shall apply:

1. Temporary employees.
2. Probationary employees

**3. Permanent employees in reverse order of their seniority.**

For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off, and leaves of absence for illness and injury shall be computed as continuous employment, i.e., unpaid leaves in excess of 30 days change the date but do not negate past service.

**B.** The individual employee designated for layoff shall be given an opportunity to fill any vacancy for which he/she is qualified within the utility. If no vacancies exist, the affected employee may revert to a vacancy or replace the last hire promoted in a position in which he/she has previously held permanent status, or to replace the last hired or promoted in a lesser classification providing he/she has the specified qualifications to perform such duties. When all rights have been exercised, the last hired will be laid off.

**C. Reinstatement of Transfers:**

Any employee transferred in accordance with Sec. B, shall be eligible for reinstatement to the original, or a like position, when a vacancy occurs. Such reinstatement shall be in reverse order of seniority. Any employee who is reinstated, shall be placed in the appropriate pay step to reflect the pay range that the employee would have reached, in the event there had been no layoff, resulting in no loss of pay steps or seniority.

**D. Re-employment**

The names of employees laid off shall be placed on a re-employment list for the classification affected, for a period of two (2) years. Such employees shall be eligible for re-employment in reverse order of layoff in the classification they held at the time of layoff.

**E.** When an employee is notified of available employment, he/she must make satisfactory arrangements to accept such position within five (5) working days, or forfeit their rights to any future re-employment.

**ARTICLE XXXI  
Grievance Procedure**

A "Grievance" is defined as a dispute concerning the application or interpretation of any clause of this agreement which is reduced to writing and signed by the employee(s) involved.

The parties will agree to act in good faith to resolve any grievance presented by an employee. Grievances must be presented at the First (1st) step of the procedure within five (5) work days of the incident giving rise to the complaint.

**Step I:** The employee shall submit the grievance to his/her immediate supervisor. Such supervisor shall respond within three (3) work days.

**Step II:** If the matter has not been resolved, the employee shall then, within five (5) work days of the receipt of the Step I answer, present the matter to the General Manager who shall respond within five (5) work days.

**Step III:** If not resolved, the grievance may be submitted to arbitration within ten (10) work days of the decision at Step II. Upon notification to the Board the parties shall promptly meet to attempt to agree on the selection of an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit a list of five (5) arbitrators and, by alternately striking names, an arbitrator will be selected. Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Board, the parties shall establish a date for the arbitration hearing.

The arbitrator shall be without power to add to, subtract from, or modify the terms of this agreement, nor to make any decision in conflict with the laws of the State of Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the union. However each party shall be responsible for compensating their own representatives and/or witnesses, as well as paying for transcripts of the proceedings if desired.

The failure of the employee or union to present a grievance within the specified time limits shall render the matter settled and not subject to further appeal. Failure of the employer representative to respond within the specified time limits shall automatically render the matter subject to appeal at the next step of the procedure.

Any time limit contained in this article may be extended by the written mutual agreement of the parties.

## ARTICLE XXXII

### Pay

The salary tables shown in the Appendix represent an increase of 3.5% beginning 6/29/03, 3.5% beginning 6/27/04, 3.5% beginning 6/26/05 and 3.5% beginning 6/25/06.

Each employee shall remain at his/her then current step of the appropriate salary range. Those employees who have not reached the top step of their respective salary will be eligible for an additional one (1) step increase upon the completion of twelve (12) months of satisfactory service after their last step increase.

Newly appointed employees are eligible to receive a one-half (1/2) step increase upon successful completion of six (6) months of service, another one-half step after one year's satisfactory service and annually thereafter until the top step is reached with the exception of employees in the apprentice program.

### **Deferred Compensation**

Upon completion of three (3) years of service, employees shall be eligible to participate in matching payments into the employer approved deferred compensation as described below.

Effective June 29, 2003, the employer will contribute an amount equal to that amount contributed by the employee up to \$50, 6/27/04 up to \$55, 6/26/05 up to \$60 and 6/25/06 up to \$65.

If any provision of this deferred compensation plan is determined to be unlawful, the parties shall immediately meet to negotiate an alternative placement of the money involved. All contributions previously made into the plan shall be preserved for the sole benefit of the affected individual employee(s) and not returned to the employer.

### **ARTICLE XXXIII**

#### **Emergency Work**

When emergency work reasonably appears to require an employee to stay on duty four hours or more after regular quitting time, a meal of reasonable cost shall be provided, at Board expense, approximately one hour after regular quitting time and at four hour intervals thereafter while they continue to work.

### **ARTICLE XXXIV**

#### **Maintenance of Standards**

The employer agrees that during the terms of this contract the wages, hours and working conditions shall be maintained at not less than the highest standards in effect on the first day after implementation of this agreement.

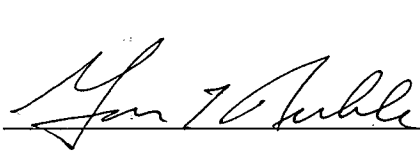
### **ARTICLE XXXV**

#### **Duration of Agreement**

This agreement shall be in full force and effect beginning June 29, 2003 and continuing through June 30, 2007.

**ARTICLE XXXVI**  
**Definitions**

- 1. Seniority:** For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off and leaves of absence for illness and injury shall be computed as continuous employment. i.e. Unpaid leaves in excess of 30 days change the seniority date, but do not negate past service.
- 2. Probationary Employment:** all new and promotional appointments shall be subject to 180 calendar days as a probation period, during which time and employee is to be evaluated, relative to performance and may be terminated without right to appeal.
- 3. Employee:** A person legally appointed to a regular full-time position in the service of the Utility Board of Trustees.



**Chairman**  
**Indianola Utility Board**  
**of Trustees**



**Business Manager**  
**Local 353, Laborer's**  
**International Union of**  
**North America**

IMU-UnionEffective June 29, 2003

3.50%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
<u>Range 15</u>	22,211	23,226	24,446	24,920		
Meter Reader I	10.678	11.167	11.753	11.981		
 <u>Range 19</u>	 28,294	 29,680	 31,162	 32,734		
Meter Reader II	13.603	14.269	14.982	15.737		
Storekeeper						
 <u>Range 21</u>	 31,162	 31,992	 33,610			
Water Operator I	14.982	15.381	16.158			
Generation Operator I						
 <u>Range 23</u>	 31,992	 34,416	 36,143	 36,991		
Senior Meter Reader	15.381	16.546	17.377	17.784		
 <u>Range 24</u>	 34,416	 36,143	 37,877	 38,889	 40,834 **	
Line Technician*	16.546	17.377	18.210	18.697	19.632	
Water Operator II						
Generation Operator II						
 <u>Range 25</u>	 36,143	 37,877	 39,778	 41,761	 42,810	
Lead Line Technician*	17.377	18.210	19.124	20.078	20.582	
Lead Generation Operator						
 <u>Range 26</u>	 32,360	 34,848	 36,923	 38,997		
Line Apprentice	15.558	16.754	17.751	18.748		
 Line Mechanic					41,486 19.945	Lead Line Tech Only (Step 5+.25)
 <u>Range 27</u>	 35,418	 38,141	 40,413	 42,682	 45,406	
Lead Line Mechanic	17.028	18.337	19.429	20.520	21.830	
						Lead Crew Chief Only (Step 5+.25)

\*Only pertains to persons hired for those positions prior to September 1, 1996

\*\* Range 24-5 for the Water Operator II will not take affect until December 28, 2003

IMU-UnionEffective June 27, 2004

3.50%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
<u>Range 15</u>	22,988	24,039	25,302	25,792		
Meter Reader I	11.052	11.557	12.164	12.400		
 <u>Range 19</u>	29,284	30,719	32,253	33,880		
Meter Reader II	14.079	14.769	15.506	16.288		
Storekeeper						
 <u>Range 21</u>	32,253	33,112	34,786			
Water Operator I	15.506	15.919	16.724			
Generation Operator I						
 <u>Range 23</u>	33,112	35,621	37,408	38,286		
Senior Meter	15.919	17.125	17.985	18.407		
Reader						
 <u>Range 24</u>	35,621	37,408	39,203	40,250	42,263	
Line Technician*	17.125	17.985	18.847	19.351	20.319	
Water Operator II						
Generation Operator II						
 <u>Range 25</u>	37,411	39,203	41,170	43,223	44,308	
Lead Line Technician*	17.986	18.847	19.793	20.780	21.302	
Lead Generation Operator						
 <u>Range 26</u>	33,493	36,068	38,215	40,362		
Line Apprentice	16.102	17.340	18.373	19.405		
 Line Mechanic					42,938	Lead Line
					20.643	Tech Only
						(Step 5+ .25)
 <u>Range 27</u>	36,658	39,476	41,827	44,176	46,995	
Lead Line Mechanic	17.624	18.979	20.109	21.238	22.594	
						Lead Crew
						Chief Only
						(Step 5+ .25)

\*Only pertains to persons hired for those positions prior to September 1, 1996



IMU-UnionEffective June 26, 2005

3.50%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
<u>Range 15</u>	23,793	24,880	26,188	26,695		
Meter Reader I	11.439	11.962	12.590	12.834		
<u>Range 19</u>	30,309	31,794	33,382	35,066		
Meter Reader II	14.572	15.286	16.049	16.859		
Storekeeper						
<u>Range 21</u>	33,382	34,271	36,004			
Water Operator I	16.049	16.476	17.309			
Generation Operator I						
<u>Range 23</u>	34,271	36,868	38,717	39,626		
Senior Meter	16.476	17.725	18.614	19.051		
Reader						
<u>Range 24</u>	36,868	38,717	40,575	41,659	43,742	
Line Technician*	17.725	18.614	19.507	20.028	21.030	
Water Operator II						
Generation Operator II						
<u>Range 25</u>	38,720	40,575	42,611	44,736	45,859	
Lead Line Technician*	18.616	19.507	20.486	21.508	22.047	
Lead Generation Operator						
<u>Range 26</u>	34,665	37,330	39,553	41,775		
Line Apprentice	16.666	17.947	19.016	20.084		
Line Mechanic					44,441	Lead Line
					21.366	Tech Only
						(Step 5+.25)
<u>Range 27</u>	37,941	40,858	43,291	45,722	48,640	
Lead Line Mechanic	18.241	19.643	20.813	21.982	23.385	
						Lead Crew
						Chief Only
						(Step 5+.25)

\*Only pertains to persons hired for those positions prior to September 1, 1996

IMU-UnionEffective June 25, 2006

3.50%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
<u>Range 15</u>	24,626	25,751	27,105	27,629		
Meter Reader I	11.839	12.380	13.031	13.283		
<u>Range 19</u>	31,370	32,907	34,550	36,293		
Meter Reader II	15.082	15.821	16.611	17.449		
Storekeeper						
<u>Range 21</u>	34,550	35,470	37,264			
Water Operator I	16.611	17.053	17.915			
Generation Operator I						
<u>Range 23</u>	35,470	38,158	40,072	41,013		
Senior Meter Reader	17.053	18.345	19.265	19.718		
<u>Range 24</u>	38,158	40,072	41,995	43,117	45,273	
Line Technician*	18.345	19.265	20.190	20.729	21.766	
Water Operator II						
Generation Operator II						
<u>Range 25</u>	40,075	41,995	44,102	46,302	47,464	
Lead Line Technician*	19.267	20.190	21.203	22.260	22.819	
Lead Generation Operator						
<u>Range 26</u>	35,878	38,637	40,937	43,237		
Line Apprentice	17.249	18.575	19.681	20.787		
Line Mechanic					45,996 22.114	Lead Line Tech Only (Step 5+.25)
<u>Range 27</u>	39,269	42,288	44,806	47,322	50,342	
Lead Line Mechanic	18.879	20.331	21.541	22.751	24.203	
						Lead Crew Chief Only (Step 5+.25)

\*Only pertains to persons hired for those positions prior to September 1, 1996